

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**IN RE: PROCESSED EGG PRODUCTS
ANTITRUST LITIGATION**

**MDL No. 2002
08-md-02002**

**THIS DOCUMENT RELATES TO:
Kraft Foods Global, Inc. et al v. United Egg
Producers, Inc. et al
No. 1:12-cv-00088 GP**

**NATIONAL FOOD CORPORATION’S ANSWER TO KRAFT FOODS PLAINTIFFS’
FIRST AMENDED COMPLAINT, WITH AFFIRMATIVE DEFENSES**

Answering plaintiffs Kraft Foods Global, Inc., The Kellogg Company, General Mills Inc., and Nestle USA, Inc.’s First Amended Complaint (“FAC”) (Docket No. 624) (together with the expressly-named affiliates, collectively, the “Kraft Foods Plaintiffs”), defendant National Food Corporation (“NFC”), through its undersigned counsel of record, admits, denies, and alleges as follows:

PRELIMINARY STATEMENT

The allegations of the FAC substantially retrace the ground already covered at length in the Second Amended Consolidated Class Action Complaint of the Direct Purchasers (Docket No. 291) (hereafter, “Directs’ Complaint,” to which NFC has filed a 58-page Amended Answer (Dkt. 369) (hereafter, “Answer to Directs’ Complaint”)). These allegations also substantially retrace the ground covered by the Second Amended Complaint of the Indirect Purchasers (Dkt. 293) (hereafter, “Indirects’ Complaint,” to which NFC has filed an Answer (Dkt. 342) (hereafter, “Answer to Indirects’ Complaint”))), as well as by the various complaints of the other Direct Action Purchasers, all of which NFC has answered or is answering concurrently. NFC has made a good-faith effort to identify and respond to new matter asserted in the FAC, but it has found

little other than purported quotations from documents, or purported summaries or characterizations of documents, which documents are the best evidence of their contents. Accordingly, NFC incorporates by reference its responses to the corresponding allegations in these other complaints, as indicated below.

ANSWER

1. Answering paragraph 1, NFC understands this to be a definitional paragraph that does not require response. To the extent that response may be required, NFC admits that the definitions of “shell eggs” and “egg products” may be consistent with the usage of those terms by some persons at some times, but otherwise denies the allegations for want of information.¹

2. Answering paragraph 2, NFC incorporates its responses below to paragraphs 18 through 65, but asserts that UEP and USEM are Capper-Volstead agricultural cooperatives and not merely “trade groups.”

3. Answering the argumentative and conclusory allegations of paragraphs 3-10, which NFC understands to be a summary of the more specific allegations that follow, NFC incorporates by reference its responses to these more detailed allegations. To the extent that the allegations purport to quote from or characterize documents, NFC asserts that the documents themselves are the best evidence of their contents, and denies such allegations except to the extent that they accurately reflect the contents of the documents, taken as a whole, fairly read, and taken in context. In all other respects, except as stated elsewhere herein or in NFC’s Answers to other Complaints, NFC denies the allegations of paragraphs 3-10 as to itself, and denies them as to other defendants for want of information.

¹ Wherever this Answer states that NFC denies an allegation “for want of information,” NFC means that it lacks knowledge or information sufficient to form a belief as to the truth of the allegation. NFC uses the shorter expression for convenience only.

4. Answering paragraphs 11-13, NFC admits that the Kraft Foods Plaintiffs purport to bring this action as alleged in paragraph 11, admits that this action was transferred to this District pursuant to 28 U.S.C. § 1407, admits that this Court has jurisdiction over the subject matter, and waives any objections that NFC might have to venue in the Eastern District of Pennsylvania or to this Court's personal jurisdiction over it. Except as so admitted or waived, NFC denies the allegations of paragraphs 11-13 as to itself, and denies them as to other defendants for want of information.

5. Answering paragraphs 14-17, NFC denies the allegations of these paragraphs for want of information.

6. Answering paragraphs 18-20, NFC incorporates by reference its responses to the corresponding portions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶ 19), but otherwise denies the allegations of paragraphs 18-20 for want of information.

7. Answering paragraph 21, NFC admits the second, third sentences, and fifth sentences, and states that the first and fourth sentences are consistent with its understanding, but alleges that the records of Cal-Maine and/or AEP would be the best evidence of these matters.

8. Answering paragraphs 22-40, NFC incorporates by reference its responses to the corresponding portions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 12, 19-22), but otherwise denies the allegations of paragraphs 18-40 for want of information.

9. Answering paragraph 41, NFC admits the allegations of the first, third, and fourth sentences, states that at the time of this answer NFC owned approximately 3.8 million laying hens, but otherwise denies the allegations of the second sentence for want of information.

10. Answering paragraph 42, NFC asserts that it has not been a member of USEM since 2010, but otherwise admits the allegations.

11. Answering paragraph 43, including subparagraphs (A) through (L), NFC incorporates by references its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 18, 77, 87, 96, 115, 130-131, 135, 141-143, 155, 164, 170-172, 217-218, 220). NFC has no independent recollection of the meetings referred to in subparagraph 43(B) and 43(G), and it therefore denies the allegations of these subparagraphs for want of information. To the extent that the allegations purport to quote from, summarize, or characterize documents, NFC asserts that the documents themselves are the best evidence of their contents, and denies such allegations except to the extent that they accurately reflect the contents of the documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraph 43 (including subparagraphs (A) through (L)).

12. Answering paragraphs 44-54, NFC incorporates by reference its responses to the corresponding portions of the Directs' Complaint (*see* Answer to Directs' Complaint, ¶¶ 13-14, 22-24). In all other respects, NFC denies the allegations of paragraphs 44-54 for want of information.

13. Answering paragraph 55-57, NFC asserts that in its understanding, Sparboe Farms is a producer and marketer of shell eggs headquartered in Litchfield, Minnesota, that Sparboe has been a member of UEP at some times and not at other times, and that persons whom NFC understood to be affiliated with Sparboe Farms may have attended UEP meetings and may have held various positions within UEP. To the extent that the allegations purport to summarize or characterize a document, NFC asserts that the document is the best evidence of its contents, and denies such allegations except to the extent that they accurately reflect the contents of the document taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations in paragraphs 55-57 for want of information.

14. Answering paragraphs 58-60, NFC incorporates by reference its response to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 25, 67-72, 76, 87, 103). In all other respects, NFC denies the allegations of paragraphs 58-60 for want of information.

15. Answering paragraphs 61-63, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 27, 74-76, 155). To the extent that the allegations purport to quote from, summarize, or characterize a document, NFC asserts that the document itself is the best evidence of its contents, and denies such allegations except to the extent that they accurately reflect the contents of the document taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 61-63 for want of information.

16. Answering paragraphs 64-65, NFC incorporates by reference its response to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 26, 73, 76). To the extent that the allegations purport to summarize or characterize documents, NFC asserts that the documents are the best evidence of their contents and denies the allegations regarding such contents except to the extent that they accurately reflect the contents of the documents taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 64-65 for want of information.

17. Answering paragraphs 66-75, NFC incorporates by references its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, ¶¶ 13, 20). Except as so asserted, NFC denies the allegations of paragraphs 66-75 for want of information.

18. Answering paragraph 76, NFC admits the second and third sentences, and asserts that the first and fourth sentences are consistent with its understanding, but alleges that the records of Hillandale, LLC and/or AEP would be the best evidence of these matters.

19. Answering paragraph 77-78, NFC asserts that in its understanding Wabash Valley is an egg producer with an address in Dubois, Indiana, and that persons whom NFC understands to be affiliated with Wabash Valley may have attended USEM meetings and may have held various positions with USEM. Except as so asserted, NFC denies the allegations of paragraphs 77-78 for want of information.

20. Answering paragraph 79, NFC incorporates by reference its response to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 28-29). In all other respects, NFC denies the allegations of paragraph 79 for want of information.

21. Answering paragraphs 80-85, NFC incorporates by references its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 40-42). In all other respects, NFC denies the allegations of paragraphs 80-85 for want of information.

22. Answering paragraphs 86-92, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 30-39, 47-48), and of the Indirects' Complaint (*see* Answer to Indirects' Complaint, especially ¶ 15). In all other respects, NFC denies the allegations of paragraphs 86-92 for want of information.

23. Answering paragraph 93, NFC alleges that some of its customers in the retail and foodservice channels purchase shell eggs from it at prices based in part on one or more of the

various Urner Barry wholesale quotations for eggs, that in its understanding some customers in these channels purchase shell eggs from other sellers at prices that are similarly based, and that in its understanding prices to some large buyers of shell eggs and/or egg products purchase are determined by a cost-based formula. Except as so alleged, NFC denies the allegations of paragraph 93 for want of information.

24. Answering paragraph 94, NFC does not fully understand the first sentence, but in response it states that in its understanding supply and demand factors for shell eggs and for egg products differ from one another. NFC admits that shell eggs are a key input for egg products, and that feed costs are a significant cost component for both. NFC admits the third sentence of paragraph 94. Except as stated or admitted, NFC denies the allegations of paragraph 94.

25. Answering paragraph 95, NFC responds that in its understanding although there may be some degree of correlation between prices for some shell eggs and prices for some egg products during some periods in some locations, there may be no such correlation at other periods and/or in other locations. NFC admits that it sells both shell eggs and certain egg products, and that in its understanding many other producers do so as well. NFC denies the third and fourth sentences of paragraph 95 as to itself, and denies these sentences as to others for want of information. Answering the fifth and sixth sentences, NFC states that in its understanding, the so-called “100% Rule” applies to 100% of a producer’s flocks, regardless of whether eggs from those flocks are broken or sold as shell eggs. In all other respects, NFC denies the allegations of paragraph 95 for want of information.

26. Answering paragraph 96, NFC alleges that some shell eggs and processed eggs are commodity products, fungible and substitutable to some degree and for some purposes and not for others, but alleges that there are also differences among eggs and egg products that are

important to customers in some contexts. Answering the third sentence, NFC alleges that there is and has been some degree of advertising or promotion in an effort to create brand or product identity, and therefore denies that there has been “little if any” such activity.

27. Answering paragraphs 97-101, NFC incorporates by references its responses to the corresponding provisions of the Directs’ Complaint (*see* Answer to Directs’ Complaint, especially ¶¶ 57-66), and of the Indirects’ Complaint (*see* Answer to Indirects’ Complaint, especially ¶ 15). In all other respects, NFC denies the allegations of paragraphs 97-101 for want of information.

28. Answering paragraph 102, NFC asserts that it is partially integrated vertically, in that it operates feed mills, pullet houses, and layer houses, and it engages in processing and marketing of some of its eggs and egg products, but denies that it hatches chicks or produces dried eggs. NFC denies for want of information the allegations as to other “major egg producers.”

29. Answering paragraphs 103-107, NFC incorporates by reference its responses to the corresponding provisions of the Directs’ Complaint (*see* Answer to Directs’ Complaint, especially ¶¶ 37-40, 87), and of the Indirects’ Complaint (*see* Answer to Indirects’ Complaint, especially ¶ 15). In all other respects, NFC denies the allegations of paragraphs 102-107 for want of information.

30. Answering paragraph 108-114, NFC admits that it sold and shipped eggs to states other than those where the eggs were produced, admits that it purchased items from other states in connection with its production and sale of eggs and egg products, incorporates by reference its responses to the corresponding provisions of the Directs’ Complaint (*see* Answer to Directs’ Complaint, especially ¶¶ 258-261), denies the allegations of wrongdoing as to itself, and denies

all remaining allegations of paragraphs 108-114 for want of information, including all allegations as to other defendants.

31. Answering paragraphs 115-118, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 77-81). To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 115-118 as to itself and denies them as to others for want of information.

32. Answering paragraphs 119-139, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 77, 86-128, 135, 143, 147, 150-154, 187-190, 200-206), and of the Indirects' Complaint (*see* Answer to Indirects' Complaint, especially ¶¶ 18-21). To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 119-139 for want of information.

33. Answering paragraphs 140-145, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 49-53, 135, 155-81, 185-199), and of the Indirects' Complaint (*see* Answer to Indirects' Complaint, especially ¶ 23). To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents,

taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 140-145 for want of information.

34. Answering paragraphs 146-166, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 77, 80-85), and of the Indirects' Complaint (*see* Answer to Indirects' Complaint, especially ¶ 22). To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 146-166 for want of information.

35. Answering paragraphs 167-75, NFC incorporates by references its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 182-99), and of the Indirects' Complaint (*see* Answer to Indirects' Complaint, especially ¶ 21). To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 167-175 for want of information.

36. Answering paragraphs 176-179, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (*see* Answer to Directs' Complaint, especially ¶¶ 207-244), and of the Indirects' Complaint (*see* Answer to Indirects' Complaint, especially ¶ 24). To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such

allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 176-179 for want of information.

37. Answering paragraphs 180-186, NFC denies that supply control programs fall outside the scope of the Capper-Volstead Act's protections. To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 180-186 for want of information.

38. Answering paragraphs 187-193, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (see Answer to Directs' Complaint, especially ¶¶ 207-244), and of the Indirects' Complaint (see Answer to Indirects' Complaint, especially ¶ 24). To the extent the allegations in these paragraphs purport to summarize or characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 187-193 for want of information.

39. Answering paragraphs 194-197, NFC denies those allegations as to itself, and denies them for want of information as to others.

40. Answering paragraphs 198-210, NFC incorporates by reference its responses to the corresponding provisions of the Directs' Complaint (see Answer to Directs' Complaint, especially ¶¶ 248-257), and of the Indirects' Complaint (see Answer to Indirects' Complaint, especially ¶ 26). To the extent the allegations in these paragraphs purport to summarize or

characterize documents, the documents are the best evidence of their contents; NFC denies such allegations except to the extent they reflect the contents of such documents, taken as a whole, fairly read, and taken in context. In all other respects, NFC denies the allegations of paragraphs 198-210 for want of information.

41. Answering the first sentence of paragraph 211, NFC denies the allegations for want of information. Answering the second and third sentences of paragraph 211, NFC denies the allegations as to itself, and denies them as to others for want of information.

42. Answering paragraph 212, NFC denies the allegations as to itself, and denies them as to others for want of information.

AFFIRMATIVE DEFENSES

1. The challenged conduct of NFC must be judged, in whole or in part, under the Rule of Reason, and the Kraft Foods Plaintiffs have failed to state a claim under that doctrine.

2. To the extent that the claim of the Kraft Foods Plaintiffs rests on guidelines for reduced cage density that they themselves or persons in their distribution chain requested or insisted on, their claim is barred by the doctrine of estoppel.

3. To the extent that the Kraft Foods Plaintiffs seek to impose vicarious liability on NFC for the acts of Mr. Deffner or other persons affiliated with NFC while such persons were acting on behalf of UEP and/or USEM, such liability is barred by the “borrowed servant” doctrine.

4. The alleged acts and omissions of defendants were within the scope of the antitrust immunity provided by the Capper-Volstead Act, 7 U.S.C. § 291, in whole or in part.

5. The alleged acts and omissions of defendants were within the scope of the antitrust immunity provided by § 5 of the Cooperative Marketing Association Act, 7 U.S.C. § 455, in whole or in part.

6. The alleged acts and omissions of defendants were within the scope of the antitrust immunity provided by § 6 of the Clayton Act, 15 U.S.C. § 17, in whole or in part.

7. NFC did not knowingly or consciously participate in a scheme designed to achieve an unlawful objective. NFC itself is a “farmer” and a “producer” within the scope of the foregoing federal and state immunities. At all relevant times NFC believed that the other members of UEP and USEM were likewise “farmers” and “producers,” and that UEP and USEM themselves qualified as cooperative organizations whose legitimate activities, including all those that are the subject of the Kraft Foods Plaintiffs’ claims, are immune from state and federal antitrust laws under the various statutes cited above. If, for some technical reason, NFC was mistaken in any or all of such beliefs, it is not liable by reason of such mistake(s).

8. If, for some technical reason, any or all of the alleged acts and omissions of defendants were not within the scope of the foregoing immunities, any such technical defects should be disregarded as de minimis.

9. If, for some technical reason, any or all of the alleged acts and omissions of defendants were not within the scope of the foregoing immunities, such a situation was not reasonably foreseeable by NFC.

10. At all relevant times, NFC acted in good faith and with intent to comply with the law.

11. If, for some technical reason, any or all of the alleged acts and omissions of defendants were not within the scope of the foregoing immunities, any resulting damages should be equitably mitigated.

12. If, for any reason, any of the alleged acts and omissions of defendants were unlawful under the antitrust laws and were outside the scope of any immunity, any resulting damages are limited to compensation for injuries that the Kraft Foods Plaintiffs can show to have resulted from that which made defendants' conduct unlawful and to be separate from the consequences of otherwise lawful activity.

13. To the extent that the Kraft Foods Plaintiffs seek to impose vicarious liability on NFC for the alleged acts and omissions of its alleged co-conspirators, and then to treble the resulting damages and add attorneys' fees and expenses, they seek a result that is so grossly excessive in comparison with the conduct, lack of culpability, and limited resources of NFC that in this case it would amount to an arbitrary deprivation of property in violation of the Due Process Clause of the Fifth Amendment of the United States Constitution.

14. The Kraft Foods Plaintiffs' claims are barred in whole or in part by the statute of limitations and/or the doctrine of laches.

15. To the extent that the Kraft Foods Plaintiffs assert that Defendants fraudulently misrepresented and/or concealed any matter, plaintiffs have failed to allege this fraud with the particularity required by Federal Rule of Civil Procedure 9(b).

16. NFC reserves the right to assert any additional affirmative defenses raised by other defendants or that may hereafter be suggested by discovery in this case.

WHEREFORE, having fully answered the allegations of the Kraft Foods First Amended Complaint, National Food Corporation prays for judgment dismissing the same with prejudice

and with costs, and that it have such other, further, or different relief as may appear just in the premises.

Dated: April 26, 2012,

Respectfully submitted,
DAVIS WRIGHT TREMAINE LLP

By: /s/ Marvin L. Gray, Jr.
Marvin L. Gray, Jr.
Washington State Bar No. 5161
Catherine E. Maxson
Washington State Bar No. 26955
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045
Phone: (206) 622-3150
Fax: (206) 757-7700

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

JASON MICHAEL BRADFORD
JOHN F. KINNEY
KE ZHANG
RICHARD P. CAMPBELL
STEPHEN ROBERT BROWN
JENNER & BLOCK
353 N. CLARK
CHICAGO, IL 60654
Email: jbradford@jenner.com
Email: jkinney@jenner.com
Email: jzhang@jenner.com
Email: rcampbell@jenner.com
Email: stephenbrown@jenner.com

ROBIN P. SUMNER
JAN P. LEVINE
PEPPER HAMILTON LLP
3000 TWO LOGAN SQ
18TH & ARCH STS
PHILADELPHIA, PA 19103-2799
Email: sumnerr@pepperlaw.com
Email: levinej@pepperlaw.com

I also caused the foregoing document to be served on all attorneys on the Panel Attorney Service List via email. A copy of the Panel Attorney Service List is attached to this Certificate of Service.

I certify under penalty of perjury that the foregoing is true and correct.

Executed at Seattle, Washington this 26th day of April, 2012.

s/Marvin L. Gray, Jr.
Marvin L. Gray, Jr.
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101-3045

Panel Attorney Service List - CMO No. 1 Par. 8 A
Updated 4/26/2012

Party	Attorney	Address	E-Mail	Phone	Fax
DIRECT PURCHASER PLAINTIFFS					
Eby-Brown Company LLC, E.D. Pa., No. 08-5167	Solomon B. Cera	Gold Bennett Cera & Sidener LLP 595 Market Street, Suite 2300 San Francisco, CA 94105	scera@gbcslaw.com	415-777-2230	415-777-5189
Goldberg and Solovy Foods, Inc., E.D. Pa., No. 08-5166	Solomon B. Cera	Gold Bennett Cera & Sidener LLP 595 Market Street, Suite 2300 San Francisco, CA 94105	scera@gbcslaw.com	415-777-2230	415-777-5189
John A. Liscandro, E.D. Pa., 08-5202	Amy N. Hanson	Keller Rohrbach LLP 1201 Third Avenue, Suite 3200 Seattle, WA 98101	ahanson@kellerrohrbach.com	206-224-7435	206-623-3384
Karetas Foods, Inc., E.D. Pa., No. 08-4950	Stanley D. Bernstein	Bernstein Liebhard LLP 10 East 40th Street, 22nd Floor New York, NY 10016	bernstein@bernlieb.com	212-779-1414	212-779-3218
Nussbaum-SF, Inc., E.D. Pa., No. 08-4819	Steven A. Asher	Weinstein Kitchieff & Asher LLC 1845 Walnut Street, Suite 1100 Philadelphia, PA 19103	asher@wka-law.com	215-545-7200	215-545-6535
SensoryEffects Flavor Co., D. Minn., No. 08-5970	Daniel C. Hedlund	Gustafson Gluek PLLC 650 Northstar East 608 Second Avenue South Minneapolis, MN 55402	dhedlund@gustafsongluek.com	612-333-8844	612-339-6622
Somerset Industries, Inc., E.D. Pa., No. 08-4676	Stephen R. Neuwirth	Quinn-Enamuel Urquhart & Sullivan, LLP 51 Madison Avenue, 22nd Floor New York, NY 10010	stephenneuwith@quinnemanuel.com	212-849-7000	212-849-7100
T.K. Ribbing's Family Restaurant, E.D. Pa., No. 08-4653	Megan E. Jones	Hausfeld LLP 1700 K Street, Suite 650 Washington, DC 20006	mjones@hausfeldllp.com	202-570-1089	202-747-5713
Wixon, Inc., E.D. Pa., No. 08-5368	John R. Malkinson	Malkinson & Halpern PC 223 W. Jackson Blvd., Suite 1010 Chicago, IL 60606	jmalkinson@mhtriallaw.com	312-427-9600	312-427-9629
INDIRECT PURCHASER PLAINTIFFS					
Adam Properties, Inc., D. Minn., 08-6030	Paul Novak	Milberg LLP One Pennsylvania Plaza New York, NY 10119	pnovak@milberg.com	212-594-5300	212-868-1229
Charles Zebrowski	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Collette Merdzinski	Christopher Lovell	Lovell Stewart Halebian LLP 500 Fifth Avenue, Floor 58 New York, NY 10110	clovell@lshllp.com	212-608-1900	212-719-4775

Panel Attorney Service List - CMO No. 1 Par. 8 A
Updated 4/26/2012

<u>Party</u>	<u>Attorney</u>	<u>Address</u>	<u>E-Mail</u>	<u>Phone</u>	<u>Fax</u>
Deborah Andrews	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Donn Camlin	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@strauss-boies.com	703-764-8700	703-764-8704
James Anderson	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@strauss-boies.com	703-764-8700	703-764-8704
Joan Gibbons	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@strauss-boies.com	703-764-8700	703-764-8704
Kate Barry	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Lester Skinner	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@strauss-boies.com	703-764-8700	703-764-8704
Lydia Newman	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@strauss-boies.com	703-764-8700	703-764-8704
Lynsey Allen	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@strauss-boies.com	703-764-8700	703-764-8704
Mark Moynahan	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Michael Dobson	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Patrice Tarrance	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@strauss-boies.com	703-764-8700	703-764-8704

Panel Attorney Service List - CMO No. 1 Par. 8 A
Updated 4/26/2012

Party	Attorney	Address	E-Mail	Phone	Fax
Pilar de Castro & Co., Inc., et al., E.D. Pa., No. 09-101	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@straus-boies.com	703-764-8700	703-764-8704
Richard Bentley	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@straus-boies.com	703-764-8700	703-764-8704
Sandra Drown	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Scott Druschke	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Scott Friedson	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Sharon Defren	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Teresa M. Collins	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@straus-boies.com	703-764-8700	703-764-8704
Thomas McManus	Timothy D. Battin	Straus & Boies, LLP 4041 University Drive 5th Floor Fairfax, VA 22030	tbattin@straus-boies.com	703-764-8700	703-764-8704
Thomas Williams, et al., E.D. Pa., No. 08-5431	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-914-2460	215-914-2462
Zelda Rogers	Krishna B. Narine	Meredith & Narine 1521 Locust St. 8th floor Philadelphia, PA 19102	knarine@m-npartners.com	215-564-5182	215-569-0958
Zequiri Corp., d/b/a Marketplace Café, D. Minn., No. 08-6239	Christopher Lovell	Lovell Stewart Halebian LLP 500 Fifth Avenue, Floor 58 New York, NY 10110	clovell@lshlp.com	212-608-1900	212-719-4775
DIRECT ACTION PLAINTIFFS					

Panel Attorney Service List - CMO No. 1 Par. 8 A
Updated 4/26/2012

<u>Party</u>	<u>Attorney</u>	<u>Address</u>	<u>E-Mail</u>	<u>Phone</u>	<u>Fax</u>
Albertsons LLC	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861
C&S Wholesale Grocers, Inc.	Patrick J. Ahern	Baker & McKenzie 300 E. Randolph Drive Suite 5000 Chicago, IL 60601	patrick.ahern@bakermckenzie.com	312-861-3735	312-698-2034
Conopco, Inc.	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861
General Mills, Inc.,	John F. Kinney	Jenner & Block LLP 353 North Clark Street, 40th Floor Chicago, IL 60654	jkinney@jenner.com	312-923-2807	312-923-2907
Giant Eagle, Inc.	Bernard D. Marcus	Marcus & Shapira LLP One Oxford Center, 35th Floor 301 Grant Street Pittsburgh, PA 15219	marcus@marcus-shapira.com	412-471-3490	412-301-8758
H.E. Butt Grocery Co.	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861
Hy-Vee, Inc.	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861
Kellogg Company, The	John F. Kinney	Jenner & Block LLP 353 North Clark Street, 40th Floor Chicago, IL 60654	jkinney@jenner.com	312-923-2807	312-923-2907
Kraft Foods Group, Inc.,	John F. Kinney	Jenner & Block LLP 353 North Clark Street, 40th Floor Chicago, IL 60654	jkinney@jenner.com	312-923-2807	312-923-2907
Nestlé USA, Inc.,	John F. Kinney	Jenner & Block LLP 353 North Clark Street, 40th Floor Chicago, IL 60654	jkinney@jenner.com	312-923-2807	312-923-2907
Publix Super Markets, Inc.	Linda P. Nussbaum	Grant & Eisenhofer P.A. 485 Lexington Avenue New York, NY 10017	lnussbaum@gelaw.com	646-722-8500	646-722-8501
Roundy's Supermarkets, Inc.	Patrick J. Ahern	Baker & McKenzie 300 E. Randolph Drive Suite 5000 Chicago, IL 60601	patrick.ahern@bakermckenzie.com	312-861-3735	312-698-2034
Safeway, Inc.	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861

Panel Attorney Service List - CMO No. 1 Par. 8 A
Updated 4/26/2012

Party	Attorney	Address	E-Mail	Phone	Fax
Supervalu, Inc.	David Germaine	Vanek, Vickers & Masini, P.C. 111 S. Wacker Drive, Suite 4050 Chicago, IL 60606	dgermaine@vaneklaw.com	312-224-1500	312-224-1510
The Great Atlantic & Pacific Tea Company, Inc.	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861
The Kroger Co.	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861
Walgreen Co.	William J. Blechman	Kenny Nachwalter, P.A. 201 S. Biscayne Boulevard Suite 1100 Miami, FL 33131	wblechman@kennynachwalter.com	305-373-1000	305-372-1861
Winn-Dixie Stores, Inc.	Patrick J. Ahern	Baker & McKenzie 300 E. Randolph Drive Suite 5000 Chicago, IL 60601	patrick.ahern@bakermckenzie.com	312-861-3735	312-698-2034
DEFENDANTS					
Cal-Maine Foods, Inc.	Brian E. Robison	Gibson Dunn 2100 McKinney Avenue Suite 1100 Dallas, TX 75201-6912	brobison@gibsondunn.com	214-698-3370	214-671-2928
Daybreak Foods, Inc.	Christopher E. Ondeck	Crowell & Moring LLP 1001 Pennsylvania Avenue, N.W. Washington, DC 20004	condeck@crowell.com	202-624-2855	202-628-5116
Hillandale Farms East, Inc.	Samantha Southall	Buchanan Ingersoll & Rooney PC Two Liberty Place, 50 S. 16th Street, Suite 3200 Philadelphia, PA 19102	samantha.southall@bipc.com	215-665-3884	215-665-8760
Hillandale Farms of PA, Inc.	Samantha Southall	Buchanan Ingersoll & Rooney PC Two Liberty Place, 50 S. 16th Street, Suite 3200 Philadelphia, PA 19102	samantha.southall@bipc.com	215-665-3884	215-665-8760
Hillandale Farms, Inc.	Samantha Southall	Buchanan Ingersoll & Rooney PC Two Liberty Place, 50 S. 16th Street, Suite 3200 Philadelphia, PA 19102	samantha.southall@bipc.com	215-665-3884	215-665-8760
Hillandale-Gettysburg, L.P.	Samantha Southall	Buchanan Ingersoll & Rooney PC Two Liberty Place, 50 S. 16th Street, Suite 3200 Philadelphia, PA 19102	samantha.southall@bipc.com	215-665-3884	215-665-8760

Panel Attorney Service List - CMO No. 1 Par. 8 A
Updated 4/26/2012

Party	Attorney	Address	E-Mail	Phone	Fax
Land O'Lakes, Inc.	Nathan P. Eimer	Eimer Stahl Klevorn & Solberg LLP Suite 1100 224 South Michigan Avenue Chicago, IL 60604	neimer@eimerstahl.com	312-660-7601	312-692-1718
Michael Foods, Inc.	Carrie M. Anderson	Weil, Gotshal & Manges LLP 1300 Eye Street, N.W., Washington, DC 20005	carrie.anderson@weil.com	202-682-7231	202-857-0939
Midwest Poultry Services, L.P.	Kathy Osborn	Faegre Baker Daniels LLP 300 N. Meridian Street, Ste. 2700 Indianapolis, IN 46204	kathy.osborn@faegrebd.com	317-237-8261	317-237-1000
Moark, LLC	Nathan P. Eimer	Eimer Stahl Klevorn & Solberg LLP Suite 1100 224 South Michigan Avenue Chicago, IL 60604	neimer@eimerstahl.com	312-660-7601	312-692-1718
National Food Corporation	Marvin L. Gray, Jr.	Davis Wright Tremaine LLP 1201 3rd Avenue, Suite 2200 Seattle, WA 98101	montygray@dwt.com	206-757-8054	206-757-7054
Norco Ranch, Inc.	Nathan P. Eimer	Eimer Stahl Klevorn & Solberg LLP Suite 1100 224 South Michigan Avenue Chicago, IL 60604	neimer@eimerstahl.com	312-660-7601	312-692-1718
NuCal Foods, Inc.	William M. Goodman	Kasowitz, Benson, Torres and Friedman LLP 101 California Street Suite 2050 San Francisco, CA 94111	wgoodman@kasowitz.com	415-421-6140	415-398-5030
Ohio Fresh Eggs, LLC	Joseph M. Callow, Jr.	Muehling & Klekamp PLL One East Fourth Street Suite 1400 Cincinnati OH 452020	jcallow@kmlaw.com	513-579-6419	513-579-6457
Papetti's Hygrade Egg Products, Inc.	Carrie M. Anderson	Weil, Gotshal & Manges LLP 1300 Eye Street, N.W., Washington, DC 20005	carrie.anderson@weil.com	202-682-7231	202-857-0939
R.W. Sauder, Inc. d/b/a Sauder's Eggs	Christine Levin	Dechert LLP Cira Centre 2929 Arch Street Philadelphia, PA 19104-2808	christine.levin@dechert.com	215-994-2421	215-994-2222
Rose Acre Farms, Inc.	Donald M. Barnes	Porter, Wright, Morris & Arthur, LLP 1919 Pennsylvania Ave., NW Suite 500 Washington, DC 20006-3434	dbarnes@porterwright.com	202-778-3056	202-778-3063
Sparboe Farms, Inc.	Troy J. Hutchinson	Briggs and Morgan, Professional Association 2200 IDS Center 80 South Eighth Street Minneapolis, MN 55402	thutchinson@briggs.com	612-977-8415	612-977-8650

Panel Attorney Service List - CMO No. 1 Par. 8 A
Updated 4/26/2012

Party	Attorney	Address	E-Mail	Phone	Fax
United Egg Association	Robin P. Sumner	Pepper Hamilton, LLP 3000 Two Logan Square 18th and Arch Streets Philadelphia, PA 19103-2799	sumnerr@pepperlaw.com	215-981-4652	215-981-4750
United Egg Producers, Inc.	Robin P. Sumner	Pepper Hamilton, LLP 3000 Two Logan Square 18th and Arch Streets Philadelphia, PA 19103-2799	sumnerr@pepperlaw.com	215-981-4652	215-981-4750
United States Egg Marketers, Inc.	Robin P. Sumner	Pepper Hamilton, LLP 3000 Two Logan Square 18th and Arch Streets Philadelphia, PA 19103-2799	sumnerr@pepperlaw.com	215-981-4652	215-981-4750
Weaver Bros., Inc.	Thomas L. Czechowski	Dinsmore & Shohl LLP 1100 Courthouse Plaza SW 10 N. Ludlow St. Dayton, OH 45402	thomas.czechowski@dinsmore.com	937-463-4928	937-449-2836